

**SERIAL 03033 -C**

**SOIL STABILIZER/DUST PALLIATIVE (NIGP CODE 75045)**

**CONTRACT PERIOD THROUGH NOVEMBER 30, 2005**

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **SOIL STABILIZER/DUST PALLIATIVE (NIGP CODE 75045)**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **NOVEMBER 19, 2003**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

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Wes Baysinger, Director  
Materials Management

WP/jmk  
Attach

Copy to: Clerk of the Board  
Jim Baker, MCDOT  
Sharon Tohtsoni, Materials Management

(Please remove Serial 98028-X from your contract notebooks)

SPECIFICATIONS ON INVITATION FOR BIDS FOR:      **SOIL STABILIZER / DUST  
PALLIATIVE**

**1.0      INTENT:**

The intent of this call for bids is to establish a two (2) year pricing agreement for **SOIL STABILIZER / DUST PALLIATIVE** and related items specifically listed herein, in addition to a blanket discount for related supplies as covered by a current pricing list(s). Amendments, supplements and/or revisions will be effective upon receipt of notice to the Department of Materials Management. The quantities estimated in this specification are for reference only. The County reserves the right to adjust the quantities to meet its needs. This is a requirements contract and the County will purchase the materials described herein on an as required basis over the period of the contract. Typically, all products will be delivered to the specified job site by the awarded vendor(s), in a concentrated form. (The County may desire to pick-up and deliver small quantities of product at times, with County equipment and personnel.) This invitation for bids requests pricing for the delivered product and the application by the award vendor(s) as well as pricing for County pick-up. Material ordered shall be delivered to the specified job site or picked-up by County, as covered by a purchase order only.

**2.0      TECHNICAL SPECIFICATIONS:**

ITEM DESCRIPTION PROPOSAL	VENDOR
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**NOTE: The County will provide water on site for the vendor's use to dilute product. The County will pre-moisten the soil (road) with water to a point short of optimum, to break surface tension.**

**2.1      POLYMER   Soil-Sement, or approved equal.**

Soil stabilization and dust abatement material shall be an acrylic, acrylate, and acetate liquid polymer consisting of the following properties in its undiluted state as it is to be delivered to the job site:

2.1.1	Composition.....	Acrylic, Acrylates, and Acetate Polymer
2.1.2	General Appearance.....	Milky White Liquid
2.1.3	Odor.....	Characteristic Acrylic Odor
2.1.4	Specific Gravity.....	1.01 – 1.15
2.1.5	Density.....	8.4 - 9.5 lbs./gallon
2.1.6	PH.....	4.0 – 9.5
2.1.7	Solubility in Water.....	Dilutable
2.1.8	Solids.....	Minimum 40%*

\*Based on oven-dry solids

**2.2      LIGNIN   Dustac, or approved equal.**

2.2.1	Specific Gravity, 25°C.....	Min. 1.0
2.2.2	Gallon Weight, Lbs.....	10.3 Lbs./Gal.
2.2.3	Gallon/Ton.....	194
2.2.4	Percent Lignin.....	Min. 60%
2.2.5	PH.....	5.0 – 7.0
2.2.6	Brookfield Viscosity, 25°C, cp.....	< 1,000
2.2.7	Toxicity.....	None
2.2.8	Appearance.....	Brown

2.2.9	Odor.....	Burnt Wood
2.2.10	Active Solids content.....	Minimum 46%

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## 2.3 GENERAL SPECIFICATIONS:

- 2.3.1 Products shall be environmentally friendly, not carcinogenic, and not cause adverse health effects to potential handlers.
- 2.3.2 Vendor shall provide any new or updated written or verbal material regarding product use as it is made available, to the County.
- 2.3.3 Vendor shall submit product specifications and a Material Safety Data Sheet (MSDS) with the bid for each product bid, and provide a certificate of compliance with each lot purchased. The certifications shall state as a minimum that the product complies with specifications submitted with the bid.
- 2.3.4 Product shall have a shelf life of at least 15 calendar days from the date of delivery to the County. If the product is unusable due to manufacturer defects within the shelf life, vendor assumes full responsibility, and shall reimburse the County for returned product, at the contract unit price.
- 2.3.5 Product(s) shall be easily prepared for application by mixing with water at ambient temperature. Vendor shall submit a bid price to deliver concentrated product to the job site, and application of same, using a vendor supplied distributor truck. Vendor shall also submit a bid price to deliver concentrated product to the job site. In this case, the County will apply product. (In all cases the County will provide water for product dilution).
- 2.3.6 Vendor shall provide on-site technical assistance during application, when requested by the County, to offer advice regarding proper dilution ratios and application rates in various soil types, at no additional cost to the County.
- 2.3.7 Vendor may be required to deliver and/or apply bulk concentrated product as determined by the County, on a 48-hour notice to any section of Maricopa County. Minimum order quantity shall typically be 4000 gallons of concentrate, unless requested otherwise. Price for delivered and/or applied product shall be computed as a flat rate price per gallon of concentrated product. Bid prices are for an eight (8) hour work day. (See delivery zone graphic attached to this specification).
- 2.3.8 Product(s) must be able to be diluted with water from sources, including but not limited to, wells, canals, lakes, and fire hydrants.
- 2.3.9 **Dust Palliative** : Product must be able to penetrate the soil after a topical application with a distributor truck, and control airborne dust to the degree that it cannot be readily seen by the naked eye.
- 2.3.10 **Soil Stabilizer**: Vendor shall submit test results (report) with the bid from an independent AASHTO accredited lab, **signed and sealed by a Professional Engineer, registered in the State of Arizona, showing the CBR value of untreated A-7 soil from Maricopa County and CBR values of that same soil at the optimum stabilizer content**. Results of treated soil should show a minimum 25% increase in CBR value over the untreated soil. The test method used shall be a modified version of ASTM D1883 Test Method for CBR (California Bearing Ratio) of Laboratory Compacted Samples. The following curing modification shall be used:
  - 2.3.10.1 **Curing** - CBR specimens, after molding, shall be left in their mold, on their sides and cured in laboratory air for 7 days prior to being immersed in water for 96 hours and then tested for CBR.
  - 2.3.10.2 **Moisture Content** - CBR samples shall be compacted at the optimum moisture content, both treated and untreated (ASTM D698, method C). Three specimen average required. Surcharge weight shall be 10 lbs.

2.3.10.3 **Report** - shall include all the information required by ASTM D1883, Section 10.0 for both treated and untreated CBR samples. In addition, the penetration vs. stress plots for each test shall be included (ASTM D1883, Fig. 2).

2.3.11 **Heated Water:**

Vendor shall provide hot water to the County at each vendor's terminal at a minimum temperature of 130 degrees F. to enable the County to clean distributor trucks, by dissolving with hot water, residual material in the trucks. The vendor shall include in this bid a line item cost for heated water.

2.3.12 **Terminal Facilities:**

Vendor shall have terminal facilities in the Phoenix Metropolitan area where the County can use their own equipment to pick up reasonable and minimum quantities of contract materials as needed from 5:00 A.M. to 5:00 P.M. on weekdays and from 5:00 A.M. to 5:00 P.M. on Saturdays.

2.3.13 **Measuring Device:**

Vendor shall have a "certified" device capable of accurately measuring, in gallons, the amount of material loaded into trucks. This device will be used by the vendor at all times to accurately measure the amount of material, in gallons, loaded into vendor supplied or County supplied trucks.

2.4 **ACCEPTANCE:**

Upon successful completion of the performance period, the system shall be deemed accepted and the warranty period begins. All documentation shall be completed prior to final acceptance.

2.5 **FACILITIES :**

During the course of this Agreement, the County shall provide the Contractor's personnel with adequate workspace for consultants and such other related facilities as may be required by Contractor to carry out its obligation enumerated herein.

2.6 **TAX:**

No tax shall be levied against labor. Bid pricing to include all labor, overhead tools and equipment used, profit, and any taxes that may be levied. It is the responsibility of the Contractor to determine any and all taxes and include the same in bid price.

2.7 **VENDOR'S PROPOSAL COLUMN:**

Contractors are to complete the Vendor's Proposal Column and return it with their pricing. Failure to provide this information may result in rejection of the bid. Contractor should state that it will comply or will not comply.

2.8 **STOCK:**

The Contractor shall be expected to stock locally sufficient quantities as may be necessary to meet the County's needs.

2.9 **ACCEPTANCE:**

Once the Materials have been delivered, the Using Agency shall have a reasonable opportunity to inspect them, after which time the Materials shall be deemed accepted unless the Using Agency rejects the Materials.

2.10 **BRAND NAME:**

Bids on brands other than those listed are subject to approval based on evaluation. Maricopa County reserves the right to request samples to determine quality and acceptability of products bid. In some cases brands have been listed to define quality of products desired and is not intended to be restrictive or limit competition. Products substantially equivalent to those designated shall qualify for consideration.

2.11 **SAMPLES :**

Contractors may be requested to furnish samples of items proposed for examination by the County. Any items so requested shall be furnished within five (5) working days from the date of request and furnished at no cost to the County and sent to the address designated in the Invitation for Bids.

2.12 **WAREHOUSE/DISTRIBUTION CENTER:**

The Contractor shall have access to a local warehouse/distribution center with the Phoenix metropolitan area capable of providing the goods listed herein at the time of bid submission. Maricopa County reserves the right to inspect such warehouse/distribution center(s) to ensure compliance with terms and conditions of the Invitation for Bids.

2.13 **TECHNICAL AND DESCRIPTIVE SALES LITERATURE**

Contractor shall provide copies of its sales literature and brochures, and copies of any manufacturer's technical and descriptive literature regarding the material it proposes to provide. Literature shall include sufficient in detail to allow full and fair evaluation of the offer submitted, and must be included with the bid. Failure to include this information may result in the bid being rejected.

2.14 **ADDITIONAL PRICING:**

Contractors are strongly encouraged to offer additional pricing for related items/products/components, which are not specifically addressed as line items in the Invitation For Bids. Pricing offered should be noted on the pricing pages of the Contractor response in the format requested. Two sets of catalogs/pricing documents shall accompany any additional pricing offered.

2.15 **CONTRACTOR REVIEW OF DOCUMENTS :**

Contractor shall review its bid submission to assure the following requirements are met.

- 2.15.1 One (1) original and one (1) copy of all submissions is MANDATORY
- 2.15.2 Vendor proposal column/section, MANDATORY
- 2.15.3 Pricing pages, MANDATORY
- 2.15.4 Copies of Catalogs/Pricing Documents, MANDATORY
- 2.15.5 Mix designs for each mix submitted, MANDATORY
- 2.15.6 Literature, Technical and Descriptive, MANDATORY
- 2.15.7 Vendor Information, MANDATORY

- 2.15.8 Agreement page, MANDATORY
- 2.15.9 References, MANDATORY

### **3.0 SPECIAL TERMS & CONDITIONS:**

#### **3.1 CONTRACT LENGTH:**

This Invitation for Bids is for awarding a firm, fixed price purchasing contract to cover a two (2) year period.

#### **3.2 OPTION TO EXTEND:**

The County may, at their option and with the approval of the Contractor, extend the period of this Contract up to a maximum of three (3), one (1) year options. The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

#### **3.3 EXPEDITED DELIVERY:**

If the Using Agency determines that rush shipping or other alternate shipping is required, it shall notify the Contractor. The Contractor shall determine any additional costs associated with such delivery terms and communicate that cost to the Using Agency via fax or other reasonable means.

The Using Agency shall not advise the Contractor to proceed with shipment until acceptable terms are negotiated and a purchase order is issued. Upon determining that the additional costs are reasonable and proper, the Using Agency shall advise the Contractor to proceed.

Upon receipt of material and invoicing, the Using Agency shall ensure that any additional charges are in compliance with and do not exceed those costs stated in the Contract. The Using Agency shall retain all documents related to these costs within the agency purchase order file, for audit purposes.

#### **3.4 SHIPPING:**

Bid prices shall be made F.O.B. destination to the Using Agency within Maricopa County. The Contractor shall retain title and control of all goods until they are delivered and the contract coverage has been completed. All claims for visible or concealed damage shall be filed by the Contractor. The County will notify the Contractor of any damaged goods and shall assist the Contractor in arranging for inspection.

#### **3.5 SHIPPING DOCUMENTS:**

A packing list or other suitable shipping document shall accompany each shipment and shall include the following:

- (1) Name and address of the Contractor;
- (2) Name and address of the County Agency;
- (3) County purchase order number;
- (4) A description of material shipped, including item number, quantity, number of containers and package number, if applicable.

3.6 **TESTING:**

Unless otherwise specified, Materials purchased will be inspected by the Using Agency to ensure the Materials meet the quality and quantity requirements of the Specifications. When deemed necessary by the County, samples of the Materials may be taken at random from stock received for submission to a commercial laboratory or other appropriate agency for analysis and tests as to whether the Materials conform in all respects to the Specifications. In cases where commercial laboratory reports indicate that the Materials do not meet the Specifications, the expense of such analysis is to be borne by the Contractor.

3.7 **PRODUCT DISCONTINUANCE:**

In the event that a manufacturer discontinues a product and/or model, the County may allow the successful Contractor to provide a substitute for the discontinued item or may cancel the Contract. If the Contractor requests permission to substitute a new product or model, it shall provide the following to the County:

- 3.7.1 Documentation from the manufacturer that the product of model has been discontinued.
- 3.7.2 Documentation that names the replacement product or model.
- 3.7.3 Documentation that provides clear and convincing evidence that the replacement meets or exceeds all Specifications required by the original Invitation for Bids.
- 3.7.4 Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.
- 3.7.5 Documentation confirming that the price for the replacement is the same as or less than the discontinued product or model.

Product discontinuance applies only to those items specifically listed on any resultant contract. This will not apply to catalog items not specifically listed on any resultant contract.

3.8 **ORDERING AUTHORITY:**

Contractors should understand that any request for purchase of materials or services shall be accompanied by a valid purchase order, issued by Materials Management, or by a CAPA (Certified Agency Procurement Aid). **CAPA purchases are limited to values of less than \$2,500.00. No other request is valid.**

3.9 **INDEMNIFICATION AND INSURANCE:**

3.9.1 Indemnification.

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees and costs, relating to this Contract.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the negligence of the County.

### 3.9.2 Insurance Requirements.

Contractor, at its own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of B++6, or approved unlicensed companies in the State of Arizona with policies and forms satisfactory to the County.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of the County, constitute a material breach of this Contract.

The Contractor's insurance shall be primary insurance as respects the County, and any insurance or self-insurance maintained by the County shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the County.

The Contractor shall be solely responsible for the deductible and/or self-insured retention and the County, at its option, may require the Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

The County reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The County shall not be obligated, however, to review such policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of the County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name the County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The insurance policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against the County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

3.9.2.1 Commercial General Liability. Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof.



The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 11 85, and shall include coverage for Contractor's operations and products and completed operations.

If the Contractor subcontracts any part of the work, services or operations awarded to the Contractor, Contractor shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the performance of the Contractor's work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the Contractor's Commercial General Liability insurance.

3.9.2.2 Automobile Liability. Contractor shall maintain Automobile Liability insurance with an individual single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to Contractor's vehicles (whether owned, hired, non-owned), assigned to or used in the performance of this Contract.

3.9.2.3 Workers' Compensation. The Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

If any work is subcontracted, the Contractor will require Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of the Contractor.

### 3.9.3 Certificates of Insurance.

3.9.3.1 Prior to commencing work or services under this Contract, Contractor shall have insurance in effect as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the County upon 48 hours notice.

**BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF CONTRACT.**

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the County fifteen (15) days prior to the expiration date.

3.9.4 Occurrence Basis.

All insurance required by this contract shall be written on an occurrence basis rather than a claims-made basis.

3.9.5 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

3.10 **PROCUREMENT CARD ORDERING CAPABILITY:**

It is the intent of Maricopa County to utilize the Bank of America MasterCard Procurement Card, or other procurement card that may be used by the County from time to time, to place and make payment for orders under the Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.11 **INTERNET ORDERING CAPABILITY:**

It is the intent of Maricopa County to utilize the Internet to place orders under this Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.12 **INQUIRIES AND NOTICES:**

All inquiries concerning information herein shall be addressed to:

MARICOPA COUNTY  
DEPARTMENT OF MATERIALS MANAGEMENT  
ATTN: CONTRACT ADMINISTRATION  
320 W. LINCOLN ST.  
PHOENIX, AZ 85003

Administrative telephone inquiries shall be addressed to:

WALT PRICE, PROCUREMENT CONSULTANT, 602-506-3454  
(wprice@mail.maricopa.gov)

Technical telephone inquiries shall be addressed to:

JIM BAKER, TRANSPORTATION, 602-506-4054  
(jimbaker@mail.maricopa.gov)

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

**4.0 CONTRACT TERMS AND CONDITIONS:**

4.1 **LANGUAGE FOR REQUIREMENTS CONTRACTS:**

Contractors signify their understanding and agreement by signing this document, that the Contract resulting from this bid will be a requirements contract. However, this Contract does not guarantee any purchases will be made. It only indicates that if purchases are made for the materials contained in this Contract, they will be purchased from the Contractor awarded that item.

Orders will only be placed when a need is identified by a Using Agency or department and proper authorization and documentation have been approved.

The Department of Materials Management reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.

Contractors agree to accept verbal notification of cancellation from the Department of Materials Management with written notification to follow. By submitting a bid in response to the Invitation For Bids, the Contractor specifically acknowledges to be bound by this cancellation policy.

**4.2 ESCALATION:**

Any requests for reasonable price adjustments must be submitted thirty (30) days prior to the Contract expiration date. Justification for the requested adjustment in cost of labor and/or materials must be supported by appropriate documentation and must be within the PPI for the commodity. Increases are subject to approval in writing by the Materials Management Department prior to any adjusted invoicing submitted for payment.

**4.3 UNCONDITIONAL TERMINATION FOR CONVENIENCE:**

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

**4.4 TERMINATION FOR DEFAULT:**

If the Contractor fails to meet deadlines, or fails to provide the agreed upon service/material altogether, a termination for default will be issued. The termination for default will be issued only after the County deems that the Contractor has failed to remedy the problem after being forewarned.

**4.5 TERMINATION BY THE COUNTY:**

If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the County may terminate this Contract. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of a substantial violation of any provision of this Contract, then the County may terminate this Contract. Prior to termination of this Contract, the County shall give the Contractor fifteen (15) calendar days written notice. Upon receipt of such termination notice, the Contractor shall be allowed fifteen (15) calendar days to cure such deficiencies.

**4.6 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:**

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract.

Additionally, pursuant to A.R.S § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

**4.7 OFFSET FOR DAMAGES :**

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

**4.8 ADDITIONS/DELETIONS OF SERVICE:**

The County reserves the right to add and/or delete materials to this Contract. If a service requirement is deleted, payment to the Contractor will be reduced proportionately, to the amount of service reduced in accordance with the bid price. If additional materials are required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

**4.9 SUBCONTRACTING:**

The Contractor may not assign this Contract or Subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

**4.10 AMENDMENTS :**

All amendments to this Contract must be in writing and signed by both parties.

**4.11 RETENTION OF RECORDS:**

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The Department, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

4.12     **ADEQUACY OF RECORDS:**

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that allowable materials were provided, the Contractor shall reimburse Maricopa County for the materials not so adequately supported and documented.

4.13     **AUDIT DISALLOWANCES :**

If at any time it is determined by the Department that a cost for which payment has been made is a disallowed cost, the Department shall notify the Contractor in writing of the disallowance and the required course of action, which shall be at the option of the Department either to adjust any future claim submitted by the Contractor by the amount of the disallowance or to require repayment of the disallowed amount by the Contractor forthwith issuing a check payable to Maricopa County.

4.14     **VALIDITY:**

The invalidity, in whole or in part, of any provision of the Contract shall not void or affect the validity of any other provision of this Contract.

4.15     **RIGHTS IN DATA:**

The County shall have the use of data and reports resulting from this Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder

**DUSTPRO INC, 725 S 12<sup>TH</sup> PLACE, PHOENIX, AZ 85034**

**PRICING SHEET C561010 / B0604914  
NIGP CODES 75045**

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL:   X   YES        NO

WILL YOUR FIRM ACCEPT A PROCUREMENT CARD FOR INVOICE PAYMENT?   X   YES        NO

IF YES, MAY THE COUNTY TAKE ADVANTAGE OF DISCOUNTS OFFERED BY YOUR FIRM IN THIS  
BID/RFP WHEN PAYING WITH A PROCUREMENT CARD?   X   YES        NO   1 (ONE)   % REBATE

INTERNET ORDERING CAPABILITY:        YES   X   NO        % DISCOUNT

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT:   X   YES        NO

**PRICING:**

**6.0 Pricing, per specifications, SOIL STABILIZER / DUST PALLIATIVE**  
**Note: Material shall be priced as concentrate.**

**ITEM DESCRIPTION**

PRODUCT (BRAND NAME)		ESTIMATED QUANTITY	PRICE
<b>6.1.2 LIGNIN (Dustac) or equal</b>			
Product name:	<u>  LIGTAC  </u>	as required	
Product delivered to job site (application with County equipment and operator):			
	Zone 1.		<u>\$ 0.506 /gallon</u>
	Zone 2.		<u>\$ 0.51 /gallon</u>
	Zone 3.		<u>\$ 0.53 /gallon</u>
	Zone 4.		<u>\$ 0.55 /gallon</u>
Product delivered to job site and applied by vendor equipment and operator:			
	Zone 1.		<u>\$ 0.60 /gallon</u>
	Zone 2.		<u>\$ 0.61 /gallon</u>
	Zone 3.		<u>\$ 0.62 /gallon</u>
	Zone 4.		<u>\$ 0.64 /gallon</u>
Overtime rate (over 8 hours)			<u>\$ 40.00 /hr</u>
Product for pick-up by County:			<u>\$ 0.45 /gallon</u>

**DUSTPRO INC, 725 S 12<sup>TH</sup> PLACE, PHOENIX, AZ 85034**

Transport stand-by rate (up to two (2) hours) NO CHARGE. Two hours unloading window commences at scheduled start time assuming transport is "on time". If transport arrives after scheduled start time, this two (2) hours commences upon arrival of transport: \$ 55.00 /hr

Storage Tanker (minimum 5,000 gallons) rental daily rate: \$ 18.00 /day

Heated water 130° F. as required N/C

6.2 Warranty/Guarantee (define): ALL PRODUCT PROVIDED TO THE COUNTY WILL MEET OR EXCEED PRODUCT REQUIREMENTS OF SPECIFICATIONS. APPLICATION RATE OVERALL GUARANTEED

6.3 Rate/fee policy for return of non-rejected material (define): \$100.00 FEE PER LOAD, RETURNED VIA MCDOT TRUCK.  
\$300.00 FEE PER LOAD, RETURNED VIA DUSTPRO

6.4 Site Location for Pick-up:  
(add additional locations below) 725 S 12<sup>TH</sup> PLACE  
PHOENIX, AZ 85034

6.5 Additional Pricing:

TOPICAL DUST PALLIATIVES: SEE PRICING PAGE FOR OTHER ALTERNATIVE PROPOSALS.

Terms: 1% 10 DAYS NET 30

Federal Tax ID Number: 86-0642053

Vendor Number: 860642053

Telephone Number: 602-251-3878

Fax Number: 602-251-3659

Contact Person: JANET SNOW

E-mail Address: [nodust@dustpro.com](mailto:nodust@dustpro.com)

Company Web Site: [www.dustpro.com](http://www.dustpro.com)

Insurance Certificate Yes

Contract Period: To cover the period ending November 30, 2005.

**EARTHCARE CONSULTANTS LLC, 285 N MEYER AVENUE STE #1, TUCSON, AZ 85701-1046**

**PRICING SHEET C561010 / B0604914  
NIGP CODES 75045**

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL:   X   YES        NO

WILL YOUR FIRM ACCEPT A PROCUREMENT CARD FOR INVOICE PAYMENT?        YES   X   NO

IF YES, MAY THE COUNTY TAKE ADVANTAGE OF DISCOUNTS OFFERED BY YOUR FIRM IN THIS BID/RFP WHEN PAYING WITH A PROCUREMENT CARD?        YES   X   NO

INTERNET ORDERING CAPABILITY:        YES   X   NO        % DISCOUNT

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT:   X   YES        NO

**PRICING:**

**6.0 Pricing, per specifications, SOIL STABILIZER / DUST PALLIATIVE**

**Note: Material shall be priced as concentrate.**

**ITEM DESCRIPTION**

PRODUCT (BRAND NAME)		ESTIMATED QUANTITY	PRICE
<b>6.1.1 POLYMER (Soil-Sement) or equal</b>			
Product name:	<u>SOIL-SEMENT</u>	as required	
Product delivered to job site (application with County equipment and operator):			
	Zone 1.		<u>\$ 2.53 /gallon</u>
	Zone 2.		<u>\$ 2.53 /gallon</u>
	Zone 3.		<u>\$ 2.53 /gallon</u>
	Zone 4.		<u>\$ 2.53 /gallon</u>
Product delivered to job site and applied by vendor equipment and operator:			
	Zone 1.		<u>\$ 3.06 /gallon</u>
	Zone 2.		<u>\$ 3.06 /gallon</u>
	Zone 3.		<u>\$ 3.06 /gallon</u>
	Zone 4.		<u>\$ 3.06 /gallon</u>



**EARTHCARE CONSULTANTS LLC, 285 N MEYER AVENUE STE #1, TUCSON, AZ 85701-1046**

Overtime rate (over 8 hours) \$ 42.00 /hr

Product for pick-up by County: \$ 2.45 /gallon

Transport stand-by rate (up to two (2) hours) NO CHARGE. Two hours unloading window commences at scheduled start time assuming transport is "on time". If transport arrives after scheduled start time, this two (2) hours commences upon arrival of transport: \$ 42.00 /hr

Storage Tanker (minimum 5,000 gallons) rental daily rate: \$ 60.00 /day

Heated water 130° F. as required N/C

6.2 Warranty/Guarantee (define): ALL MATERIAL SUPPLIED TO THE COUNTY WILL MEET OR EXCEED THE REQUIREMENTS OF THE PRODUCT SPECIFICATIONS.

6.3 Rate/fee policy for return of non-rejected material (define): \$120.00 FEE FOR ORDERED MATERIAL RETURNED PER LOAD.

6.4 Site Location for Pick-up:  
(add additional locations below) 7316 W SOUTHERN AVENUE, LAVEEN, AZ  
888-792-4001

6.5 Additional Pricing:

Terms: 1% 10 DAYS NET 30

Federal Tax ID Number: 86-0848492

Vendor Number: 860848492

Telephone Number: 520-792-4001

Fax Number: 520-792-4055

Contact Person: MARTY KOETHER

E-mail Address: [marty@dustdr.com](mailto:marty@dustdr.com)

Company Web Site: [www.dustdr.com](http://www.dustdr.com)

Insurance Certificate Yes

Contract Period: To cover the period ending August 31, 2005.